

Rectangular Rapid Flashing Beacons (RRFB) and Replacement Parts
Contract No. SS XXXX

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between AGC Electric Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2660 West 79 Street, Hialeah, FL 33016 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to supply complete RRFB units (hereafter referred to as enhancer units), replacement parts and diagnosis services. All enhancer units, parts and services per the Price and Payment Schedule (Appendix A); and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor such products and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SPECIAL CONDITIONS**ARTICLE 1 DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, Price and Payment Schedule (Appendix A), and all other attachments hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The words "Contractor" or "Vendor" to mean AGC Electric Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- i) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

ARTICLE 2 CONTRACT TERM

The County anticipates awarding a contract for the purchase of complete Rectangular Rapid Flashing Beacons (RRFB) also known as enhancer units, and replacement part for a one (1) year period. The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through the last day of the 12th month or until the end of the stated warranty period are completed by the Contractor and accepted by the County, whichever may be later.

The County reserves the right to exercise its option to renew for two (2) additional one year

periods, on a year to year basis; furthermore the County may extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 3 NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by U.S. Postal Service mail, delivered personally, via fax or e-mail and in any case addressed as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade Public Works and Waste Management
16701 SW 72nd Avenue
Miami, FL 33157
Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
E-mail: oe1@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Section
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5289
Fax: (305) 375-4407

(2) To the Contractor

- a) to the local office:

AGC Electric, Inc.
2660 W 79 Street
Hialeah, FL 33016
Attention: Tomas V. Curbelo
Phone: (305) 823-2280
Fax: (305) 828-4515
E-mail: agc@agcelectric.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 4 PRICE AND PAYMENT FOR SERVICES

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to supply enhancer units, parts and diagnostic services under this Contract. The compensation for all required equipment and services, including all costs associated with delivery (FOB Destination, freight shall be included in the price)), shall be as specified in Appendix B – Price and Payment Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof. The County shall have no obligation to pay the Contractor any additional sum in excess of these amounts, except for changes and/or modifications to the Contract, which are approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 5. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable (per Appendix B – Price and Payment Schedule) to the Services as outlined throughout this agreement.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

ARTICLE 6. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials (except where recycled content is specifically requested) supplied by the Contractor shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications, the materials maybe returned to the Contractor, at the Contractor's expense.

ARTICLE 7. WARRANTY SHALL BE FOUR (4) YEAR MINIMUM**A. Type of Warranty Coverage Required**

The Contractor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of four (4) years after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not

constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products and/or services from another vendor and charge the Contractor for any additional costs that are incurred by the County for the services and/or items; either through a credit memorandum or through invoicing.

ARTICLE 8. ADDITIONAL ITEMS AND SERVICES

While the County has listed all major items within this solicitation which are expected to be utilized, there may be similar items or services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the contractor to obtain a price quote for the similar items.

ARTICLE 9. FINAL ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a Contractor provided product is determined to not meet the specifications and requirements of this contract, either prior acceptance or upon initial inspection, the item will be returned, at Contractor's expense, to the Contractor. At the County's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

ARTICLE 10. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the contractor, continue until completion at the same prices, terms and conditions.

ARTICLE 11 COUNTY USER ACCESS PROGRAM (UAP) FEE.

Pursuant to Section 2-8.10 of the Miami-Dade Code, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any follow on contract resulting from this agreement and the utilization of the County's contract price and the terms and conditions identified herein, are subject

to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by the County.

ARTICLE 12 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A
Scope of Services

1. BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," is contracting with AGC Electric, Inc., hereinafter referred to as "Contractor" for the purchase of Rectangular Rapid Flashing Beacons (RRFB) known as enhancers and replacement parts as manufactured by R.D. Jones, Stop Experts, Inc.

2. DIGNOSES SERVICE

Contractor shall provide all labor, material and equipment necessary to diagnose RRFB units on site, provide a written recommendation to the County's representative of necessary repairs and if authorized, perform required repairs. Hourly rate will be inclusive of any and all mobilization, vehicle(s), travel time, expendables, testing equipment, and technician(s) repair parts shall be at prices provided in Appendix B.

**APPENDIX B
PRICE AND PAYMENT SCHEDULE**

Item	Description	Unit Price	Unit of Measure
1	Complete Ornamental Median Unit, pedestrian median unit dual indicated, complete light package - pedestrian pad area and signs/ dual verification lights. Stop Experts, Inc. Stock number ODPMU/DI/CLP/DV	\$_____	Each
2	Complete Enhancer Ornamental Shoulder Unit. Ornamental design, pedestrian crosswalk, direct aim, dual indicated complete light package, pedestrian pad area push button placard with voice prompts in two languages. Hidden day and night system counters, one internally illuminated crosswalk sign. Available in both left or right push button position. Stop Experts, Inc. Stock number OPCW/DI/LK.	\$_____	Each
3	Ornamental wired remote push button assembly. Placard with voice prompts in two languages, hidden day and night system counter. One internally illuminated crosswalk sign, solar panel, battery, wireless transiever and controller.	\$_____	Each
4	Ornamental wireless solar powered remote push button assembly. Placard with voice prompts in two languages, hidden day and night system counter. One internally illuminated crosswalk sign, solar panel, battery, wireless transiever and controller. Available in both left or right dependant in the push button position.	\$_____	Each

Item	Description	Unit Price	Unit of Measure
	ENHANCER ORNAMENTAL SYSTEM PARTS		
5	Main control board. Part No. EOS-MCB	\$_____	Each
6	System solar panel. Part No. EOS-SSP	\$_____	Each
7	RRFB Fixed LED's - front, left or right. Part No. EOS-FLED.	\$_____	Each
8	RRFB direct aim LED's - back, left or right. Part No. EOS-DALED	\$_____	Each
9	RRFB verification LED. Part No. EOS-VLED	\$_____	Each
10	RRFB system pad light LED's. Part No. EOS-SPL.	\$_____	Each
11	Sign light arm with LED. Part No. EOS-SLA.	\$_____	Each
12	Sign light arm bracket. Part No. EOS-SLB.	\$_____	Each
13	Main control board transceiver. Part No. EOS-CBT.	\$_____	Each
14	High gain antenna. Part No. EOS-HGA.	\$_____	Each
15	Ornamental system battery 30, 35 amp/h. Part No. EOS-OSB.	\$_____	Each
16	System push button. Part No. EOS-SPB.	\$_____	Each
17	Ornamental system placard. Part no. EOS-OSP.	\$_____	Each
18	Illuminated crosswalk legend. Part No. EOS-ICL.	\$_____	Each

Item	Description	Unit Price	Unit of Measure
19	Regulator Harness - solar. Part No. OWH-ERH.	\$_____	Each
20	Push button placard harness. Part No. OWH-PBH1	\$_____	Each
21	Push button harness. Part No. OWH-PBH2.	\$_____	Each
22	Battery harness. Part No. OWH-BH.	\$_____	Each
23	RRFB enhancer light harness. Part No. OWH-EHL.	\$_____	Each
24	Sign light harness, Malex type connections at both ends. Part No. OWH-SLH.	\$_____	Each
25	Crosswalk legend harness. Part No. OWH-CLH.	\$_____	Each
26	Pad light harness, with Malex type connection on opposite end. Part No. OWH-PLH.	\$_____	Each
27	Antenna coax cable. Part No. OWH-ACC.	\$_____	Each
28	Passive Infrared Detector. Part No. EOS-PID.	\$_____	Each
29	Diagnoses of non-operating unit	\$_____	Per Hour

